### Releasab

Date: 10/23/09, 11/20/09

Document: 876126, 877719

#### THOMAS E · SEARS · INC.

TELEDON NE . TELEX NUMBER -1 6:2

INSURANCE · REINSURANCE

JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASS. 02116

Insurance Cover Note - No. :

ED6034(L)/DMA0147

Renewal of:

SD5025 (L) / CMA0226

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED:

MONSANTO COMPANY

\$00 Morth Lindbergh Boulevard

St. Louis, NO 63166

RISKS OR HAZARDS COVERED: Excess Broad Form Umbrella Liability Insurance. This Insurance is to cover up to an amount of \$9,979,837 part of \$28,000,000 ultimate net loss each occurrence subject to an annual aggregate of \$9,979,837 part of \$28,000,000 ultimate net loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$9,979,837 part of \$28,000,000 as indicated above, but only to pay the excess of:

- 1. \$20,000,000 Umbrella Coverage which in turn is in excess of:
- a) Underlying Insurance as set forth in Cover Note No. SD5023, or
  - b) \$100,000 ultimate net loss in respect of each occurrence.

PERIOD. FROM: April 1, 1981 Both days 12:01 A.M. Standard Time TO: April 1, 1982

FLAT PREMIUM: \$55,245.53 (for 100%

hereon part of \$155,000 for 100% of cover)

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (les) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this 18th

day of May

THOMAS E. SEARS, INC.

Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than the alays written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

\*Sixty (60)

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder. Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

History Hour Transfer History Lite Francisco Control of Section Peterson, Boss, Schloerb & Seidel Suite 7300, 200 East Randolph Drive, Chicago, Illinois 60601

that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor. Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

Endorsement No. 2

INSURED:	MONEANTO	COMBINA	PT AT
III O C MADE.	CLUMBOUTA	COMPANY,	

Attached to and forming part of	SD6034(L)/UNA0147
	UNDERWRITERS AT LLOYD'S OF LONDON
	THOMAS E. BEARS, INC.
THOMAS E. SEARS, INC. 21 ST. JAMES AVENUE BOSTON, MASS, OZ116	.BX.i

#### **ENDORSEMENT**

Endorsement	No		1	<u> </u>
	Apri	1	1.	1981

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability, and except as otherwise provided herein) as are contained in or as may be added to the first layer of Cover Note No. 5D5023 of Various Companies.

All other policy conditions remain unchanged.				
Attached to and forming part of		SD6034(L)/UNA0147	fine	
THOMAS E. SEARS. Inc.		UNDERWRITERS AT LLOYD'S OF LONDON THOMAS E. SEARS, INC. BY:		
200 CLARENDON STREET BOSTON MASS 02118		MONS 157266		

#### THOMAS E. SEARS INC.

TELEPHONE 611 424-1601 TELEX NUMBER 94-0835

INSURANCE - REINSURANCE

JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASS, 02116

Insurance Cover Note - No. :

8D6034(C)/UMA0147

Renewal of:

8D5025 (C) /UNA0226

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED:

MONEARTO COMPANY

800 North Lindbergh Boulevard

St. Louis, NO 63166

RISKS OR HAZARDS COVERED: Excess Broad Form Umbrella Liability Insurance.

This Insurance is to cover up to an amount of \$9,979,837 part of \$28,000,000 ultimate net loss each occurrence subject to an annual aggregate of \$9,979,837 part of \$28,000,000 ultimate net loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$9,979,837 part of \$28,000,000 as indicated above, but only to pay the excess of:

- 1. \$20,000,000 Umbrella Coverage which in turn is in excess of:
- a) Underlying Insurance as set forth in Cover Note No. \$D5023, or
   b) \$100,000 ultimate net loss in respect of each occurrence.

PERIOD: FROM: April 1, 1981
Both days 12:01 A.M. Standard Time

TO: April 1, 1982

FLAT PREMIUM: \$55,245.53 (for 1000

hereon part of \$155,000 for

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this 18th

day of May

<sup>19</sup> 81

THOMAS E. SEARS, INC.

В

Authorized

illimmediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearnedpremium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than equal written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears. Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

\*81xty(60)

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder. Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

## Peterson, Ross, Schloerb & Seidel

Suite 7300, 200 East Randolph Drive, Chicago, Illinois 60601

that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

Endorsement No.

2

#### INSURED:

#### MONSANTO COMPANY, ET AL

It is understood and agreed that 56.8181 % of the Insurance described in the Cover Note to which this endorsement is attached is underwritten by the following Companies each for its proportion or percentage indicated below and each Company being entitled to a similar percentage of the premium indicated herein:

COMPANY	PROPORTION
Walbrook Insurance Company, Ltd.	6.7476%
"Winterthur" Schweizerische Versicherungs-Gesellschaft	2.90158
El Paso Insurance Company, Ltd.	2.2500%
Mutual Reinsurance Company, Ltd.	2.61369
Dart Insurance Company, Ltd.	4.64394
The Bermuda Fire & Marine Insurance Company, Ltd.	2.3207
Compagnie Europeenne d'Assurances Industrielles, S.A.	.58089
Bryanston Insurance Company, Ltd.	1.45204
The Bermuda Fire & Marine Insurance Company, Ltd.	5.05074
Brittany Insurance, Ltd.	2.52501
Pacific & General Insurance Company, Ltd.	6.31319
New Hampshire Insurance Company	8.8384%
Sumitomo Marine & Pire Insurance Company, Ltd.	1.2626%
Groupe Josi Compagnie Centrale d'Assurances	2.5253%
Louisville Insurance Company	1.74248
Compagnie d'Assurances Maritimes Aeriennes	
et Terrestres	5.0505
•••	56.81814

#### 4% TAX CLAUSE

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4% from the amount of the return and the Assured or his agent should take steps to recover the Tax from the U.S. Government.

Attached to and forming part of	5D6034(C)/UNA0147 at the
	VARIOUS COMPANIES
	THOMAS E. SEARS, INC.
	BY:
THOMAS E. SEARS, INC.	net the approximation of the contraction of the con
PUMBYA ADMAL TO IC	

#### **ENDORSEMENT**

Endorsement No.		1	_
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NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability, and except as otherwise provided herein) as are contained in or as may be added to the first layer of Cover Note No. SD5023 of Various Companies.

All other policy conditions remain unchanged.			
Attached to and forming part of	SD6.034.(C)/UNA014.7		
	VARIOUS COMPANIES THOMAS E. SEARS, INC.		
THOMAS E. SEARS. Inc. JOHN MANCOCK TOWER 200 CLARENDON STREET	BY:		
BOSTON MASS 02116	MONS 1572		

#### THOMAS E-SEARS . INC.

TELER NUMBER IS I

INSURANCE · REINSURANCE

JOHN HANCOCK TOWER 200 CLARENDON STREET 805TON, MASS. 02116

Insurance Cover Note - No. :

8D6035(L)/UNA0149

Renewal of:

8D5026(L)/UNA0228

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED:

MONSANTO COMPANY

800 Worth Lindbergh Boulevard

St. Louis, MO 63166

RISKS OR HAZARDS COVERED: Excess Broad Form Umbrella Liability Insurance. This Insurance is to cover up to an amount of \$6,257,295 part of \$10,000,000 ultimate net loss each cocurrence subject to an annual aggregate of \$6,257,295 part of \$10,000,000 ultimate net loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$6,237,295 part of \$10,000,000 as indicated above but only to pay the excess of:

- \$48,000,000 Umbrella Coverage which in turn is in excess of:
  - a) Underlying Insurance as set forth in Cover Note No. SD5023, or b) \$100,000 ultimate net loss in respect of each occurrence.

PERIOD: April 1, 1981 Both days 12:01 A.M. Standard Time TO: April 1, 1982

PREMIUM: \$28,157.83 PLAT

(for 100% hereon part of \$45,000 for

100% of Cover} Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this

18th

day of

19 81

May

THOMAS E. SEARS, INC.

В١

Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearised premium by the Insurers or by Thomas E. Sears. Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than we days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas F. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

\*Bixty(60)

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters bereon to pay any amount claimed to be due bereunder. Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

#### MERCHANICA THE RESERVE AND USE AND CONTRACT OF THE PROPERTY AND ADDRESS OF THE PROPERTY ADDRESS OF THE PROPERTY AND ADDRESS OF THE PROPERTY ADDRESS OF THE PROPERTY AND ADDRESS OF THE PROPERTY A Peterson, Ross, Schloerb & Seidel

Suite 7300, 200 East Randolph Drive, Chicago, Illinois 60601

that in any suit instituted against any one of them upon this contract. Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

Endorsement No. 2

INSURED:	MONSANTO	COMPANY	. ET	AL
III G CILLIAN.			,	

It is understood and agreed that 34.4213. % of the Insurance described in the Cover Note to which this endorsement is attached is subscribed to by Underwriters at Lloyd's, London, England, these Underwriters being entitled to a similar percentage of the premium indicated herein.

Attached to and forming part of	ED6035(L)/UNA0149 of the
	UNDERWRITERS AT LLOYD'S OF LONDON
	THOMAS E. SEARS, INC.
	BY:
THOMAS E. SEARS, INC.	the programme to the meaning about about the course to contain the course to another
SI ST. JAMES AVENUE	
BOSTON, MASS, 02116	

#### **ENDORSEMENT**

Endorsement	Na.	1
April	1	, 1981

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability, excess fidelity, and except as otherwise provided herein) as are contained in or as may be added to the first layer of Cover Note SD5023/UMA0223 of Various Companies.

All other policy conditions remain unchanged.

of the Attached to and forming part of

UNDERWRITERS AT LLOYD'S OF LONDON THOMAS E. SEARS, INC. BY::...

THOMAS E. SEARS. Inc.
JOHN HANCOCK TOWER
200 CLARENDON STREET
BOSTON MASS 02116

#### THOMAS E.SEARS .INC.

TELEA NUMBER ALL

INSURANCE · REINSURANCE

JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASS. 02116

Insurance Cover Note – No. :

SD6035(C)/UNA0149

Renewal of:

SD5026 (C) /UMA0228

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED:

MONSANTO COMPANY

800 North Lindbergh Boulevard

St. Louis, NO 63166

RISKS OR HAZARDS COVERED: Excess Broad Form Umbrella Liability Insurance. This Insurance is to cover up to an amount of \$6,257,295 part of \$10,000,000 ultimate net loss each occurrence subject to an annual aggregate of \$6,257,295 part of \$10,000,000 ultimate net loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$6,257,295 part of \$10,000,000 as indicated above but only to pay the excess of:

- 1. \$48,000,000 Umbrella Coverage which in turn is in excess of:
- a) Underlying Insurance as set forth in Cover Note No. SD5023, or
   b) \$100,000 ultimate net loss in respect of each occurrence.

PERIOD: FROM: April 1, 1981

TO: April 1, 1982

Both days 12:01 A.M. Standard Time

FLAT PREMIUM: \$28,157.83 (for 100%

hereon part of \$45,000 for 100% of Cover)

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto-

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this

18th

day of

May

19 81

THOMAS E. SEARS. INC.

By

Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears. Inc. This cover note may also be cancelled with or without the return or tender of the uncarned premium by the Insurers or by Thomas E. Sears. Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than the particle stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears. Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

\*Sixty(60)

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder. Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

## ABOUT A MOUNT

Peterson, Ross, Schloerb & Seidel Suite 7300, 200 East Randolph Drive, Chicago, Illinois 60601

. and

that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor. Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

Endorsement No.

2

#### INSURED:

MONSANTO COMPANY, ET AL

It is understood and agreed that 65.5787 % of the Insurance described in the Cover Note to which this endorsement is attached is underwritten by the following Companies each for its proportion or percentage indicated below and each Company being entitled to a similar percentage of the premium indicated herein:

COMPANY	PROPORTION
Walbrook Insurance Company, Ltd.	2.5373%
"Winterthur" Schweizerische Versicherungs-Gesellschaf	t 1.09104
El Paso Insurance Company, Ltd.	.84619
Mutual Reinsurance Company, Ltd.	.98284
Dart Insurance Company, Ltd.	1.74629
The Bernuda Fire & Marine Insurance Company, Ltd.	. 87261
Compagnie Europeenne d'Assurances Industrielles, S.A.	.21849
Bryanston Insurance Company, Ltd.	. 54604
Brittany Insurance, Ltd.	1.58244
	5.93479
British National Life Insurance Society, Ltd.	2.96744
Turegum Insurance Company	8.90214
The Bermuda Fire & Marine Insurance Company, Ltd.	3.16544
Sovereign Marine & General Insurance Company, Ltd.	11.86944
Folksam International Insurance Company, Ltd.	5.9347%
Yasuda Pire & Marine Insurance Company, Ltd.	1.4837%
Sumitomo Marine & Fire Insurance Company, Ltd.	2.37394
Louisville Insurance Company	.65524
CNA Reinsurance of London, Ltd.	11.8694%
	65.57874

#### 4% TAX CLAUSE

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4% from the amount of the return and the Assured or his agent should take steps to recover the Tax from the U.S. Government.

Attached to and forming part of SD6.035(C)/UNA0149 of the

VARIOUS COMPANIES

THOMAS E. SEARS, INC.

BY:

THOMAS E. SEARS, INC.

31 ST. JAMES AVENUE
BOSTON. MASS. 02116

#### **ENDORSEMENT**

Engorsement	NO	
Anril	1	1001

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability, excess fidelity, and except as otherwise provided herein) as are contained in or as may be added to the first layer of Cover Note SD5023/UMA0223 of Various Companies.

All other policy conditions remain unchanged

Allached to and forming part of SD6035 (C) / UNA0149 of the

VARIOUS COMPANIES
THOMAS E. SEARS, INC.

BY:

THOMAS E. SEARS. Inc. JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON MASS 02116

#### THOMAS E.SEARS INC.

TELER NUMBER IN THE

INSURANCE - REINSURANCE

JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASS, 02116

Insurance Cover Note - No. :

SD6036(C)/UNA0151

Renewal of:

8D5027(C)/UNA0230

This is to certify that the undersigned have procured insurance as bereinafter specified through our brokers in London, England.

ASSURED:

MONSANTO COMPANY

800 North Lindbergh Boulevard

St. Louis, MO 63166

RISKS OR HAZARDS COVERED: Excess Broad Form Umbrella Liability Insurance.

This Insurance is to cover up to an amount of \$8,573,825 part of \$22,000,000 ultimate net loss each occurrence subject to an annual aggregate of \$8,573,825 part of \$22,000,000 ultimate net loss separately in respect of Froducts Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$8,573,825 part of \$22,000,000 as indicated above but only to pay the excess of:

- 1. \$58,000,000 Umbrella Coverage which in turn is in excess of:
- 2. a) Underlying Insurance as set forth in Cover Note No. \$05023, or
  - b) \$100,000 ultimate net loss in respect of each occurrence.

PERIOD: FROM: April 1, 1981
Both days 12:01 A.M. Standard Time

TO: April 1, 1982

PLAT

PREMIUM: \$21,434,56 (for 1006

hereon part of \$55,000 for 100% of Cover)

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this

18th

day of

19 81

THOMAS E. SEARS, INC.

By

Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears. Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears. Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than the days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears. Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

\*Sixty(60)

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the eyent of the failure of Underwriters hereon to pay any amount claimed to be due hereunder. Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

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that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor. Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

#### **ENDORSEMENT**

Endorsement	No.	4

Notwithstanding anything contained herein to the contrary, it is understood and agreed that as of April 1, 1981 the Legal and General Assurance Society Limited writing 2.5413% and the National Employers Mutual General Insurance Association Limited writing 6.3532% are replaced by the Iron Trades Mutual Insurance Company Limited who are, as of April 1, 1981, writing a total of 21.6010%

All other policy conditions remain unchanged. SD6036 (C) /UNA0151 of the Attached to and forming part of VARIOUS COMPANIES THOMAS E. SEARS, INC. THOMAS E. SEARS, Inc.
JOHN HANCOCK TOWER
200 CLARENDON STREET BOSTON MASS 02116

#### **ENDORSEMENT**

Endorsem	ent N	o3	
April	1,	1981	

Notwithstanding anything contained herein to the contrary, it is understood and agreed General Accident Fire & Life Assurance Corp., Ltd. writing 2.5413% as shown on Endorsement No. 2 is replaced by Road Transport & General Insurance Company, Ltd.

All other policy conditions remain unchanged

Attached to and forming part of

SD6036(C)/UNA0151

of the

VARIOUS COMPANIES
THOMAS E. SEARS, INC.
BY:

THOMAS E SEARS INC JOHN HANGOCH TOWER JOT CLAPENDON STREET BOSTON MASS COME

Endorsement No. 2 (Page 1 of 2)

#### INSURED: MONSANTO COMPANY, ET AL

\_\_\_\_

36.5945 It is understood and agreed that % of the Insurance described in the Cover Note to which this endorsement is attached is underwritten by the following Companies each for its propertion or percentage indicated below and each Company being entitled to a similar percentage of the premium indicated

COMPANY	PROPORTION
Walbrook Insurance Company, Ltd.	.6791%
"Winterthur" Schweiserische Versicherungs-Gesellschaft	. 2920%
El Paso Insurance Company, Ltd.	. 2264%
Mutual Reinsurance Company, Ltd.	.2630%
Dart Insurance Company, Ltd.	.46744
The Bermuda Fire & Marine Insurance Company, Ltd.	.2335%
Compagnie Europeenne d'Assurances Industrielles, S.A.	.0585%
Bryanston Insurance Company, Ltd.	.14614
Louisville Insurance Company	.17534
Walbrook Insurance Company, Ltd.	.61124
"Winterthur" Schweiserische Versicherungs-Gesellschaft	. 26281
El Paso Insurance Company, Ltd.	.20384
Mutual Reinsurance Company, Ltd.	. 23674
Dart Insurance Company, Ltd.	.4206%
The Bermuda Fire & Marine Insurance Company, Ltd.	.21029
Compagnie Europeenne D'Assurances Industrielles S.A.	.0526%
Bryanston Insurance Company, Ltd.	.1315
Louisville Insurance Company	.15784
Pacific & General Insurance Company, Ltd.	.6353%
	12.7065
National Employers' Mutual General Insurance	
Association, Ltd.	6.3532%
Skandia Insurance Company, Ltd.	1.27064
Guardian Royal Exchange Assurance, Ltd.	2.5413%
General Accident Fire & Life Assurance Corp, Ltd.	2.54134
Compagnie d'Assurances Maritimes Aeriennes	•
et Terrestres	1.2706%
Folksam International Insurance Company, Ltd.	1.2706%

Continued....

Attached to and forming part of SD6036(C)/UNA0151

of the

VARIOUS COMPANIES
THOMAS E. SEARS, INC.
BY:

THOMAS E. SEARS, INC. BUNBYA BEMAL TE IE BOSTON. MASS. 02116

Endorsement No. 2 (Page 2 of 2)

#### INSURED: MONSANTO COMPANY, ET AL

It is understood and agreed that % of the Insurance described in the Cover Note to which this endorsement is attached is underwritten by the following Companies each for its proportion or percentage indicated below and each Company being entitled to a similar percentage of the premium indicated

COMPANY	PROPORTION
The Trident General Insurance Company, Ltd. Vesta (UK) Insurance Company, Ltd.	.4447 <b>%</b> .0953 <b>%</b>
The Chiyoda Fire & Marine Insurance Company, Ltd.	.09534
Legal & General Assurance Society, Ltd.	2.54134
	36.5945%

U. ". FEDERAL EXCISE TAX \$........ The premium hereon is subject to U. Extra Tax se indicated above and will be po to the Collector of Internal Revenue in acco-with the regulation dated January 1, 1966, or amendments thereto.

BOSTON, MASS, 02116

#### 4% TAX CLAUSE

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Exciss Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4% from the amount of the return and the Assured or his agent should take steps to recover the Tax from the U.S. Government,

Attached to and forming part of	SD6036(C)/UNA0151		of the
	VARIOUS COMPANIES		
	THOMAS E. SEARS, INC.		******
	BY:		
THOMAS E. SEARS, INC.	and the state of t		
21 ST. JAMES AVENUE		MONG	157210
BOSTON 14400 00146		MONS	157310

CONFIDENTIAL BUSINESS INFORMATION

#### **ENDORSEMENT**

Endorsement	No	1_	
April	1.	1981	

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability, excess fidelity, and except as otherwise provided herein) as are contained in or as may be added to the first layer of Cover Note 8D5023/UMA0223 of Various Companies.

All other policy conditions remain unchanged

Attached to and forming part of

SD6036(C)/UNA0151

of the

VARIOUS COMPANIES THOMAS E. SEARS, INC. BY:

THOMAS E. SEARS. Inc.
JOHN HANCOCK TOWER
200 CLARENDON STREET
BOSTON MASS 02116

#### THOMAS E.SEARS INC.

TELES NUMBER OF A .. 

INSURANCE - REINSURANCE

JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASS. 02116

Insurance Cover Note - No. :

5D6036(L)/UNA0151

Renewal of:

BD5027 (L) /UNA0230

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED:

MONSANTO COMPANY

800 North Lindbergh Boulevard

St. Louis, NO 63166

RISKS OR HAZARDS COVERED: Excess Broad Form Umbrella Liability Insurance. This Insurance is to cover up to an amount of \$8,573,825 part of \$22,000,000 ultimate net loss each occurrence subject to an annual aggregate of \$8,573,825 part of \$22,000,000 ultimate net loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$8,573,825 part of \$22,000,000 as indicated above but only to pay the excess of:

- 1. \$58,000,000 Umbrella Coverage which in turn is in excess of:
- a) Underlying Insurance as set forth in Cover Note No. SD5023, or
  - b) \$100,000 ultimate net loss in respect of each occurrence.

PERIOD: FROM: April 1, 1981 Both days 12:01 A.M. Standard Time TO: April 1, 1982

FLAT

PREMIUM: \$21,434.56 (for 100%)

hereon part of \$55,000 for

Subject to the conditions on the reverse side of this document and further subject to the following clauses: if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this 18th

day of

May

THOMAS E. SEARS, INC.

Authorized

ilmmediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears. Inc. This cover note may also be cancelled with or without the return or tender of the uncarned premium by the Insurers or by Thomas E. Sears. Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than the assured in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder. Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

# AFRICATION X TENERAL MARKET AND THE PROPERTY OF THE PROPERTY O

that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor. Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

Endorsement No.

2

INSURED:

MONSANTO COMPANY, ET AL

It is understood and agreed that
63.4055
% of the Insurance described
in the Cover Note to which this endorsement is attached is subscribed to by Underwriters at Lloyd's, London, England,
these Underwriters being entitled to a similar percentage of the premium indicated herein.

BD6036(L)/UNA0151

Attached to and forming part of

UNDEMORITERS AT LLOYD'S OF LONDON
THOMAS E. SEARS, INC.

BY:
THOMAS E. SEARS, INC.
21 ST. JAMES AVENUE
BOSTON, MASS. ORIIS

#### **ENDORSEMENT**

April 1, 1981

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability, excess fidelity, and except as otherwise provided herein) as are contained in or as may be added to the first layer of Cover Note SD5023/UNA0223 of Various Companies.

All other policy conditions remain unchanged.

UNDERWRITERS AT LLOYD'S OF LONDON THOMAS E. SEARS, INC. 

THOMAS E. SEARS. Inc.
JOHN HANCOCK TOWER
200 CLARENDON STREET
BOSTON MASS 02116

#### THOMAS E · SEARS · INC ·

INSURANCE - REINSURANCE

JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASS. 02116

Maria N. Ohimara

Insurance Cover Note – No. :

SD6037(L)/UNA0152

Renewal of:

SD5028(L)/UMA0231

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED:

MONSANTO COMPANY

800 North Lindbergh Boulevard

St. Louis, MO 63166

RISKS OR HAZARDS COVERED: Excess Broad form Umbrella Liability Insurance. This Insurance is to cover up to an amount of \$4,010,638 part of \$40,000,000 ultimate net loss each occurrence subject to an annual aggregate of \$4,010,638 part of \$40,000,000 ultimate net loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$4,010,638 part of \$40,000,000 as indicated above but only to pay the excess of:

- 1. \$100,000,000 Umbrella Coverage which in turn is in excess of:
  - a) Underlying Insurance as set forth in Cover Note No. SD5023, or
    - b) \$100,000 ultimate net loss in respect of each occurrence.

PERIOD: FROM:

April 1, 1981

TO: April 1, 1982

Both days 12:01 A.M. Standard Time

FLAT PREMIUM: \$6,767.95

(for 100% hereon part of \$67,500 for 100% of Cover)

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this

18th

day of May

19 81

THOMAS E. SEARS, INC.

Bv.

Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears. Inc. This cover note may also be cancelled with or without the return or tender of the uncarned premium by the Insurers or by Thomas E. Sears. Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ten days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers bereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

\*Sixty (60)

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder. Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

Peterson, Ross, Schloerb & Seidel
Suite 7300, 200 East Randolph Drive, Chicago, Illinois 60601

that in any suit instituted against any one of them upon this contract. Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

Endorsement No. 2

It is understood and	MONSANTO COMPA I agreed that to which this endorseme being entitled to a simi	36.7816 ent is attached is subs	cribed to by Underwrit premium indicated herei	% of the Insurancers at Lloyd's, London	e described , England,
			, e		
		UNDERNI	L)/UNA0152 LITERS AT LLOY E. SEARS, INC	D'S OF LONDON	

MONS 157367

BY:

THOMAS E. SEARS. INC. 31 ST. JAMES AVENUE BOSTON, MASS. 02116

#### **ENDORSEMENT**

Endorsement No.	1
April 1	. 1981

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability, excess fidelity, and except as otherwise provided herein) as are contained in or as may be added to the first layer of Cover Note SD5023/UMA0223 of Various Companies.

All other policy conditions remain unchanged.				
Attached to and forming part of	SD6037 (L) /UNA0152 of the			
	UNDERWRITERS AT LLOYD'S OF LONDON THOMAS E. SEARS, INC.			
THOMAS E. SEARS, Inc. JOHN HANCOCK TOWER 2DD CLAMENDON STREET BOSTON MASS 02116	BY::			

#### THOMAS E · SEARS · INC ·

Talak NuMber in

INSURANCE - REINSURANCE

JOHN HANCOCK TOWER 200 CLARENDON STREET **BOSTON, MASS. 02116** 

Insurance Cover Note - No. :

SD6037 (C) /UNA0152

Renewal of:

8D5028(C)/UMA0231

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED:

MONSANTO COMPANY

800 North Lindbergh Boulevard

Bt. Louis, MO 63166

RISKS OR HAZARDS COVERED: Excess Broad Form Umbrella Liability Insurance. This Insurance is to cover up to an amount of \$4,010,638 part of \$40,000,000 ultimate net loss each occurrence subject to an annual aggregate of \$4,010,638 part of \$40,000,000 ultimate net loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$4,010,638 part of \$40,000,000 as indicated above but only to pay the excess of:

- \$100,000,000 Umbrella Coverage which in turn is in excess of:
   a) Underlying Insurance as set forth in Cover Note No. SD5023, or
  - b) \$100,000 ultimate net loss in respect of each occurrence.

PERIOD: FROM: April 1, 1981

TO: April 1, 1982

Both days 12:01 A.M. Standard Time

PREMIUM: \$6,767.95 FLAT

(for 100% hereon part of \$67,500 for 100% of Cover)

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (les) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this

18th

day of

May

19 81

THOMAS E. SEARS, INC.

Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

This firstirance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surregain or this Insurance to Thomas E. Sears. Inc. This cover note may also be cancelled with or without the return or tender of the uncarned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ten days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers bereon of any minimum premium stipulated berein for proportion thereof previously agreed upon in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears. Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

\*Sixty(60)

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters bereon to pay any amount claimed to be due bereunder. Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

## 

Peterson, Ross, Schloerb & Seidel Suite 7300, 200 East Randolph Drive, Chicago, Illinois 60601

that in any suit instituted against any one of them upon this contract. Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor. Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

Endorsement No.

2

#### INSURED:

#### MONSANTO COMPANY, BT AL

It is understood and agreed that 63.2184 % of the Insurance described in the Cover Note to which this endorsement is attached is underwritten by the following Companies each for its proportion or percentage indicated below and each Company being entitled to a similar percentage of the premium indicated herein:

COMPANY	PROPORTION
CNA Reinsurance of London, Ltd.	10.34489
Sovereign Marine & General Insurance Company, Ltd.	13.7931
Sovereign Marine & General Insurance Company, Ltd.	9.1954%
Royale Belge Incendie-Reassurance, Societe Anonyme	
d'Assurances	18.39084
Folksam International Insurance Company, Ltd.	4.59779
British National Life Insurance Society, Ltd.	6.89669
	63.21849

#### 4% TAX CLAUSE

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4% from the amount of the return and the Assured or his agent should take steps to recover the Tax from the U.S. Government.

Attached to and forming part of SD5037(C)/UNA0152 of the

VARIOUS COMPANIES

THOMAS E. SEARS, INC.

BY:

THOMAS E. SEARS. INC. 31 ST. JAMES AVENUE BOSTON, MASS. 02116

#### **ENDORSEMENT**

En	dorsement No.	
	April 1	. 1981

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability, excess fidelity, and except as otherwise provided herein) as are contained in or as may be added to the first layer of Cover Note SD5023/UMA0223 of Various Companies.

Attached to and forming part of SD6.037.(C)/UNA0152 of the VARIOUS COMPANIES

THOMAS E. SEARS, INC.

THOMAS & SEARS, Inc.
JOHN HANCOCK TOWER
200 CLARENDON STREET
BOSTON MASS, 02116

All other policy conditions remain unchanged.

#### THOMAS E-SEARS-INC-

FELS A NUMBER 12 1

INSURANCE - REINSURANCE

JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASS, 02116

Insurance Cover Note - No. :

SD6038(C)/UNA0154

Renewal of:

5D5029(C)/UMA0233

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED:

MONBANTO COMPANY

800 North Lindbergh Boulevard

St. Louis, MO 63166

RISKS OR HAZARDS COVERED: Excess Broad Form Umbrella Liability Insurance. This Insurance is to cover up to an amount of \$6,839,611 part of \$105,000,000 ultimate net loss each occurrence subject to an annual aggregate of \$6,839,611 part of \$105,000,000 ultimate net loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$6,839,611 part of \$105,000,000 as indicated above but only to pay the excess of:

- 1. \$140,000,000 Umbrella Coverage which in turn is in excess of:
- Underlying Insurance as set forth in Cover Note No. SD5023, or **a**)
  - \$100,000 ultimate net loss in respect of each occurrence. b)

PERIOD: FROM:

April 1, 1981

TO: April 1, 1982

Both days 12:01 A.M. Standard Time

PREMIUM: \$6,839.61 FLAT

(for 100% hereon part of \$105,000 for 100% of Cover)

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this

18th

day of

May

19 81

THOMAS E. SEARS, INC.

В١

Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears. Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears. Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than appears written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein for proportion thereof previously agreed upon in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

\*Sixty(60)

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder. Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

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that in any suit instituted against any one of them upon this contract. Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor. Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

Endorsement No.

2

INSURED:

MONSANTO COMPANY, ET AL

It is understood and agreed that

81.4540

% of the Insurance described in the Cover Note to which this endorsement is attached is underwritten by the following Companies each for its proportion or percentage indicated below and each Company being entitled to a similar percentage of the premium indicated herein:

COMPANY	PROPORTION
Turegum Insurance Company	10.9094%
CNA Reinsurance of London, Ltd.	10.9094
New Hampshire Insurance Company	13.09134
Compagnie d'Assurances Maritimes Aeriennes	
et Terrestres	8.7275%
Bermuda Fire & Marine Insurance Company, Ltd.	5.81861
Brittany Insurance, Ltd.	2.9089%
Gerling Global General & Reinsurance Company, Ltd.	29.08894
	81.4540

#### 4% TAX CLAUSE

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4% from the amount of the return and the Assured or his agent should take steps to recover the Tax from the U.S. Government.

Attached to and forming part of SD6038(C)/UNA0154 of the VARIOUS COMPANIES
THOMAS E. SEARS, INC.
BY:

31 ST. JAMES AVENUE BOSTON, MASS. 02116

#### **ENDORSEMENT**

Endorsement	No.	1

April 1, 1981

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability, excess fidelity, and except as otherwise provided herein) as are contained in or as may be added to the first layer of Cover Note SD5023/UMA0223 of Various Companies.

All other policy conditions remain unchanged.

Attached to and forming part of

SD6038(C)/UNA0154 of the

VARIOUS COMPANIES THOMAS E. SEARS, INC. BY 1

JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON MASS 02115

#### THOMAS E.SEARS .INC.

TELEN NUMBER

INSURANCE - REINSURANCE

JOHN HANCOCK TOWER 200 CLARENDON STREET **BOSTON, MASS, 02116** 

Insurance Cover Note - No. :

8D6038(L)/UNA0154

Renewal of:

8D5029 (L) /UMA0233

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED:

MONSANTO COMPANY

800 North Lindbergh Bouleverd

St. Louis, MO 63166

RISKS OR HAZARDS COVERED: Excess Broad Form Umbrella Liability Insurance. This Insurance is to cover up to an amount of \$6,839,611 part of \$105,000,000 ultimate net loss each occurrence subject to an annual aggregate of \$6,839,611part of \$105,000,000 ultimate net loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$6,839,611 part of \$105,000,000 as indicated above but only to pay the excess of:

- \$140,000,000 Umbrella Coverage which in turn is in excess of:
  a) Underlying Insurance as set forth in Cover Note No. 8D5023, or
  - \$100,000 ultimate net loss in respect of each occurrence.

April 1, 1981 PERIOD: FROM:

TO: April 1, 1982

Both days 12:01 A.M. Standard Time

PREMIUM: \$6,839.61

hereon part of \$105,000 for

(for 100%

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

FLAT

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this

18th

May

THOMAS E. SEARS, INC.

Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

This Insurance may be cancelled on the customary short fate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears. Inc. This cover note may also be cancelled with or without the return or tender of the unearned promon by the Insurers or by Thomas E. Sears. Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ten days written notice stating when cancellations shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed oppoin in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

\*Sixty(60)

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder. Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

# Peterson, Ross, Schloerb & Seidel

Suite 7300, 200 East Randolph Drive, Chicago, Illinois 60601

that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor. Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

Endorsement No. 2

INSURED: MONSANTO COMPANY, ET AL

Attached to and forming part of SD5038(L)/UNA0154 of the UNDERWRITERS AT LLOYD'S OF LONDON THOMAS E. SEARS, INC.

THOMAS E. SEARS, INC.

31 ST. JAMES AVENUE BOSTON. MASS. 02116

#### **ENDORSEMENT**

Endorsement No	
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April 1, 1981

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability, excess fidelity, and except as otherwise provided herein) as are contained in or as may be added to the first layer of Cover Note SD5023/UMA0223 of Various Companies.

All other policy conditions remain unchanged.

Attached to and forming part of

SD6038 (L) /UNA0154 of the

UNDERWRITERS AT LLOYD'S OF LONDON THOMAS E. SEARS, INC. BY:

THOMAS E. SEARS, Inc. JOHN HANCOCK TOWER 200 CLAPENDON STREET BOSTON MASS 02116